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delivered and the price collected on C. O. D. shipments. *Held*, such a statute is unconstitutional as it imposes a direct burden on interstate commerce contrary to the United States Constitution, Art. 1, § 8, and one which is not permitted by the Wilson Act of Aug. 8th, 1890 (26 Stat. at L. 313; Chap. 728, Comp. Stat. 1913, § 8738). *Rosenberger v. Pacific Express Co.*, 36 Sup. Ct. 510.

The facts giving rise to the case having occurred previous to the passage of the Penal Code enacted by Congress March 4, 1909 (35 Stat. at L. 1136; Chap. 321, Comp. Stat. 1913, § 10409) the provision thereof which prohibits common carriers from making interstate shipments of liquor C. O. D. was not enforced. For a like reason, the decision was reached without an application of the Webb-Kenyon law of March 1, 1913 (chap. 90, 37 Stat. at L. 699, Comp. Stat. 1913, § 8739). In view of the decision in *Rhodes v. Iowa*, 170 U. S. 412, 42 L. Ed. 1088, 18 Sup. Ct. 664, emasculating the Wilson Act of all its virility, except as to a prevention of a sale in the original package, by holding that the provisions of said act were not applicable until a consummation of the shipment had been effected by delivery into the hands of the consignee, it was to be expected that the court would consider the statute mentioned in the principal case to be a burden on interstate commerce, inasmuch as it would affect the shipment before delivery to consignee.

CONTRACTS—CONTINGENCIES BEYOND CONTROL.—Defendant in a written contract agreed to furnish chemicals for plaintiff. By the terms of the agreement cancellation was to be permitted in case of "contingencies beyond * * * control, fire, strikes, accidents to * * * works or * * * stock or change in the tariff." Defendant failed to comply with the contract, being unable to secure the goods, owing to the European war which arose subsequent to the agreement; defendant claimed this condition constituted a contingency beyond its control within the meaning of the contract. The lower court overruled this contention and defendant appealed. *Held*, that the defendant was justified in cancelling the contract on the happening of this contingency. *Thaddeus Davids Co. v. Hoffman-La Roche Chemical Works*, 160 N. Y. Supp. 973.

As a general rule in the construction of contracts, general expressions are restricted and limited by particular descriptions or recitals following them. *Newport Waterworks v. Taylor*, 34 R. I. 478, 83 Atl. 833; *Myers et al. v. Wood et al*, 173 Mo. App. 564, 158 S. W. 909; *Carter v. Chevalier*, 108 Ala. 563; *Miller v. Wagenhauser*, 18 Mo. App. 11. In *Corwin v. Hood*, 58 N. H. 401, the court based its decision on the ground that there is no absolute rule of construction, that the enumeration of particular terms after a general expression excludes other terms which might reasonably be included in the general expression. The principal case considers the real intention of the parties in using general and particular expressions and is in accord with *Jewel Tea Co. v. Watkins*, 26 Colo. App. 494, 145 Pac. 719; *Keiser v. Reading Suburban Real Estate Co.*, 43 Pa. Sup. Ct. 130; *Verbeck v. Peters*, 170 Ia. 610, 153 N. W. 215; *Taylor v. Buffalo Collieries Co.*, 72 W. Va. 353, 79 S. E. 27.